

Madison Co.

AFSCME #2919 (Mixed)

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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT

between

MADISON COUNTY COURTHOUSE UNIT

and

**AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES
LOCAL 2919, COUNCIL 61**

July 1, 2006 to June 30, 2008

AGREEMENT
between
MADISON COUNTY COURTHOUSE
and
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
LOCAL 2919, COUNCIL 61

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AGREEMENT

THIS AGREEMENT entered into by MADISON COUNTY COURTHOUSE, hereinafter referred to as the "Employer", and LOCAL 2919, COUNCIL 61, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File No. 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all of the Madison County Courthouse County employees as set forth in the Iowa Public Employment Relations Board, Order of Certification Case No. 4718, dated November 30, 1992, which excludes the part-time employees, elected officials, Veterans Affairs Board Secretary, Engineer's Secretary, Engineering Office Manager, Engineering First Assistant, and all others excluded by the Act.

ARTICLE 2 SEPARABILITY AND SAVINGS

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specifically specified in the court's decision; and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The Employer and the Union agree to meet at the earliest possible mutually agreeable time (within thirty (30) days) for the purpose of negotiation and appropriate replacement for the Article, Section, or portion thereof held to be invalid or unenforceable, but no additional cost other than what the Employer was committed to in the invalidated Article, Section or portion will be absorbed by the Employer.

ARTICLE 3 FINAL AND COMPLETE AGREEMENT

This Agreement constitutes the complete and final agreement negotiated and agreed upon between the Employer and Union.

The Employer and the Union agree that for the duration of this Agreement, that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any matter or subject not covered by this

Agreement, even though such subject matter may or may not have been acknowledged or contemplated by either or both parties at the time this Agreement was negotiated.

ARTICLE 4 CHECKOFF

The Employer agrees to deduct the Union membership initiation fees, assessments, and, once each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer of the Treasurer of the Union, who will be named in writing to the Employer, and the aggregate deduction of all employees shall be remitted after the first payday of each month, together with an itemized statement to the Treasurer within fifteen (15) days after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

Authorization for Payroll Deductions

By _____
Last Name First Name Middle Name

To _____
Employer Department

Effective _____
Date

I hereby request and authorize you to deduct from my earnings Union membership initiation fee, assessments, and once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

Other Deductions. Upon receipt of written authorization from the employee, a standard dollar amount for said employee will be deducted from the employee's regular paycheck by the Employer. Thirty (30) calendar days advance notice must be given to the Employer before the first deduction will be made, or any change in or discontinuation of the deduction is to be made. This deduction can only be for the Union's P.E.O.P.L.E. political contribution program. One (1) remittance per pay period covering all participating employees will be sent by the Employer to the designated P.E.O.P.L.E. Chairperson of Council 61. P.E.O.P.L.E. deductions are not to be used in support of any candidate seeking a Madison County elected official position.

ARTICLE 5 EMPLOYER RIGHTS

Except to the extent expressly abridged or modified by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including, but not limited to: plan, direct and control

the work of its employees; hire, promote, demote, transfer, and retain employees in positions within the public agency; discipline, suspend, or discharge employees for proper cause; maintain the efficiency of governmental operations; determine employee qualifications; relieve employees from duties because of lack of work or for other legitimate reasons; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; develop and implement job classifications and duties; take such action as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercised all other powers and duties granted to the public Employer by law.

ARTICLE 6 SUBCONTRACTING

The Employer will continue to subcontract work or services for logical business reason and in accordance with statutory cost limitations as in the past. Except for the first sentence in this paragraph, the Employer will not subcontract for the sole purpose of laying off employees.

ARTICLE 7 STRIKES AND LOCKOUTS

The Union and employees agree that during the term of this Agreement, there will be no strikes, work stoppages, boycotts, or slowdowns.

The Employer agrees that during the term of this Agreement, there will be no lockouts of employees covered by this Agreement.

The Union and the employees in the bargaining unit covered by this Agreement agree that during the term of this Agreement, no employees of the Union shall picket in a manner which interferes with ingress or egress to the facilities of the Employer, nor engage in, initiate, sponsor, or support any picketing that is performed in support of a strike, work stoppage, boycott or slowdown against the Employer.

ARTICLE 8 IMPASSE PROCEDURE

The parties agree to utilize the impasse procedure provided for in the Code of Iowa, Chapter 20.20, 20.21, and 20.22 of the Public Employment Relations Act.

ARTICLE 9 GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation or interpretation of this Agreement shall be handled in accordance with the following procedure:

Grievance Steps:

Step 1. An employee and/or Union Steward shall discuss a complaint or problem orally with the applicable Department Head or his/her designated representative within five (5) working days following its occurrence or after having knowledge of its occurrence in an effort to resolve the problem in an informal manner. The applicable Department Head or his/her designated representative will answer the grievance orally within five (5) working days.

Step 2. If the oral discussion of the complaint or problem fails to resolve the manner, the aggrieved employee and/or Union Steward and Union official shall present the grievance in writing to the applicable Department Head or his/her designated representative within ten (10) working days following the Department Head's oral answer. Within ten (10) working days after this Step 2 meeting, the Department Head or his/her designated representative will answer the grievance in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the applicable Department Head's answer given in Step 2.

It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. An aggrieved employee may elect to not have a Union representative present at any Step in the grievance procedure; however, the Union Steward shall be present at the time of final settlement.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented orally as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.

If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next higher step.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) Iowa based arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. Choice of the first strike shall be determined by coin flip. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) workdays.

After each party has eliminated the names of six (6) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to meet and suggest a resolution to the pending case. The arbitration hearing should occur within forty-five (45) days after the arbitrator has been determined, or on the first date all the parties have available.

The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the hearing.

The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration, except the Union's witnesses shall be in pay status by the County if they work for the County. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case, the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievances and arbitration meetings under this Article are to be held in private and are not open to the public, with the time and date to be established by the arbitrator for any arbitration hearings.

There will be two (2) Stewards in the bargaining unit. Employee selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 10 DISCIPLINE AND DISCHARGE

The Employer shall not discharge an employee without proper cause. Certain disciplinary work rules are to be observed by employees. Said rules will be posted after the Employer has developed them.

Disciplinary action shall be corrective in nature.

The Employer endorses the principle of progressive discipline, which, depending on the nature of each offense, may include one of the following: oral warning, written warning, suspension without pay, discharge.

No prior discipline is necessary in the event an employee is discharged for: falsification of records; proven theft; refusal to follow a supervisory directive, except where the employee's personal health or safety is endangered; willful destruction of County equipment, materials, or property; unauthorized use of Employer's property or equipment; or drinking alcoholic beverages or use of controlled substance(s) on the job.

In most discharge cases under this paragraph, the employee will be suspended without pay pending the Employer's investigation as to whether the discharge should result.

Discharge is to be confirmed by written notice to the employee.

In the event of a suspension or discharge, the Union may elect to bypass Step 1 in the grievance procedure and enter the written grievance at Step 2 within a timely filing period provided for in Step 1.

Regarding employee discipline, the Employer will, whenever possible, not reprimand the employee before the public or fellow employees. The intent of discipline is to be a private affair, except for the requirement in the grievance procedure or public information records.

ARTICLE 11

SENIORITY

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire.

A new employee shall serve a probationary period of six (6) months which can be extended by mutual agreement between the Union and Employer for ninety (90) additional days. If someone was hired prior to July 1, 1993, the probationary period is ninety (90) calendar days. If someone is hired after July 1, 1993, the probationary period is for six (6) months.

Upon completion of the probationary period, the employee shall be put on the seniority list and his/her seniority shall be determined from said employee's date of employment. An employee may be terminated for proper cause during the probationary period without recourse to the final and binding arbitration step in the grievance procedure.

When the working force is to be reduced, the employee with the least County seniority in the job classification in the office to be reduced shall be the first to be laid off.

An employee's continuous service record shall be terminated by:

- a) voluntary resignation;
- b) discharge for proper cause and the discharge is upheld;
- c) three (3) consecutive days of absence without notice to the Employer, unless satisfactory evidence is presented to the Employer that the employee was physically unable to give notice;
- d) failure to report for work within five (5) working days after being notified to return to work following layoff (notice of recall shall be sent by certified mail to the employee's last known address);
- e) seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months;
- f) retirement;
- g) failure to report to work at end of leave of absence;

- h) giving false reason for obtaining leave of absence;
- i) twelve (12) months continuous Employer approved absence due to personal illness or disability.

Under special circumstances, upon written request of the employee, this may be extended for additional periods of up to six (6) months each by mutual agreement of the Employer and Union.

There shall be no deduction from continuous service for any time lost which does not constitute a termination of continuous service.

It is the employee's responsibility to keep the Employer informed of the current address and phone number where the employee can be reached.

Once per year, in July, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union whenever the list is posted.

ARTICLE 12

UNPAID LEAVE OF ABSENCE

An employee shall be eligible for an unpaid leave of absence after successful completion of the probationary period. Leave of absence requests shall be in writing.

Leaves of absence without pay may be granted to an employee in writing by the applicable Department Head for any bona fide reasons, not to exceed a period of thirty (30) days. The Department Head's decision on each leave request shall be promptly given. Said leave may be extended by the Employer. In the case of personal illness or personal injury after the employee's paid sick leave is exhausted, the employee shall, at the request of the Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or inability to work before said unpaid leave is granted or extended. The Employer may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties.

An employee granted a leave of absence shall not be eligible for or accrue fringe benefits. Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage. While on approved leave of absence, seniority will continue to accumulate.

Employees elected to any Union office or public office or selected by the Union to do work on a regular full-time basis, which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

**ARTICLE 13
MILITARY LEAVE**

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa 1992.

Any employee wishing to return to work for the County after completion of his/her military service will be granted all rights afforded him/her by the Universal Military Training and Services Act.

**ARTICLE 14
JURY DUTY**

An employee required to serve as a juror shall receive his/her regular wages. To be paid for such duty, the employee must submit certification of service and assign all fees, except mileage, parking, and meals, to the Employer which are received for such service. The employee shall report for work if released from jury duty by 12:00 Noon of any workday.

**ARTICLE 15
CIVIC DUTY**

An employee subpoenaed to appear before a court or other public body for any civic or criminal matter in which they are not personally involved (as a plaintiff or defendant) or appointed to a public board or commission will receive full pay for any time lost from work. Any monies received for such service, except mileage, parking and meals, will be assigned to the Employer. If released from civic duty by 12:00 Noon on a workday, the employee will return to work.

**ARTICLE 16
JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES**

Reference is made here to Exhibit A, Job Classifications Salaries and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

**ARTICLE 17
FUNERAL LEAVE**

A regular full-time employee will be granted up to five (5) days paid leave of absence for a death in his/her immediate family. Normally, immediate family shall include employee's spouse, children, parents, sister, brother, mother-in-law, father-in-law, grandparents, aunt, uncle, brother-in-law and sister-in-law, or for the funeral in which the employee is an official participant. At the discretion of the Department Head, an additional three (3) days paid leave may be added to attend these funerals in other than the adjacent states. A Department Head may also grant paid leave of absence of one-half (1/2) day for an employee to attend services for fellow employees, or to fulfill the duties of a pall bearer. The employee must attend the funeral to receive pay and only scheduled workdays missed will be compensated for.

ARTICLE 18

SICK LEAVE

All regular full-time employees of the department shall earn eight (8) hours of sick leave per month from date of hire. However, sick leave will not be paid for days absent during the probationary period. Employees shall have the right to accumulate unused sick leave up to six hundred (600) hours. Upon termination of employment, unused sick leave shall be paid out as severance pay as follows, at the employee's current rate of pay:

Less than one (1) year of service - no compensation.

One (1) to five (5) years of service - one-half (1/2) of all unused sick leave, up to one hundred twenty (120) hours pay.

Five (5) to ten (10) years of service - one-fourth (1/4) of all unused sick leave, up to one hundred fifty (150) hours pay.

Ten (10) to fifteen (15) years of service - all unused sick leave, up to six hundred (600) hours pay.

For new hires after July 1, 1986, upon termination of employment, unused sick leave shall be paid out as severance pay as follows, at the employee's current rate of pay:

Less than five (5) years of service - no compensation.

Five (5) to fifteen (15) years of service - one-fourth (1/4) of all unused sick leave, up to one hundred fifty (150) hours pay.

Fifteen (15) years or more of service - one-half (1/2) of all unused sick leave, up to three hundred (300) hours pay.

Any employee that is discharged for theft or dishonesty, and whose discharge is not reversed through the grievance procedure or arbitration, will forfeit all unused sick leave pay.

Sick leave may be taken for any illness or any exposure to a contagious disease in which the health of others might be endangered, or any duty-connected disability that an employee may sustain until such time that the disability income program shall assume precedence. A maximum of forty (40) hours of sick leave per incidence may also be taken in the event of serious illness in the employee's immediate family. Immediate family shall be limited to the employee's spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, or other relatives living habitually at the employee's home. Sick leave may also be used for doctor, dental or eye exam appointments for the employee and a relative mentioned in Article 17, Funeral Leave, that lives in the employee's immediate household.

To receive pay while absent due to sick leave, an employee shall notify the Department Head's office before the start of the normal workday or within one-half (1/2) hours of start of normal workday. A medical certificate may be required as evidence of an employee or family illness or injury that prevents an employee from coming to work. Falsification of such a certificate may be cause for disciplinary action. Sickness beyond accumulated sick leave may be charged as vacation time, personal leave time (upon mutual agreement of employee and Employer), and compensatory time or as leave without pay, at the discretion of the employee.

Employees with chronic or recurring illnesses resulting in absences exceeding payable sick leave may, at the option of the Department Head, be required by written notification to submit to an examination by a physician and a written report of the results submitted to the Department Head. If surgery or therapy is recommended by the examining physician to remedy or alleviate such illness and the employee does not comply within a reasonable time, as determined by the Department Head, the employee may be terminated due to such physical disability.

No sick leave shall be permitted for time off due to injury sustained while working for another employer.

An employee absent from work and receiving Workers Compensation benefits shall upon written request, have the right to draw from his/her accumulated sick leave to maintain a minimum income equivalent to his/her present take-home pay.

An employee who is sick on the job may be sent home by the Employer and shall be entitled to use sick leave for the time absent, but at no time is the employee to receive more compensation than if he/she would have been working.

ARTICLE 19

PERSONAL LEAVE

In addition to sick leave benefits, eligible employees may accumulate for future use one-half (1/2) day per month as personal leave. Such personal leave shall be taken as work load permits and shall be arranged for with the employee's Department Head. Employees may carry over personal leave from month to month and accrue to a maximum of fifteen (15) days.

All accrued personal leave shall be reimbursed to the employee upon termination.

Personal leave to be taken three (3) or more days at a time shall be approved by the Department Head at least one week in advance. Not more than nine (9) personal leave days may be taken in a calendar year, except in extenuating circumstances as approved by the Department Head.

ARTICLE 20 MATERNITY LEAVE

The employee must request, in writing, use of maternity leave. The employee must also state that she intends to return to her position after she is released by her physician.

Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by accumulated sick leave, personal leave, compensatory time, or vacation before an employee is placed on unpaid leave.

The Employer may request a medical certificate from the employee if there is a question as to the employee's physical fitness to continue work before delivery or to return to work after delivery.

An employee hired to replace an employee on maternity leave is classified as temporary and retains a temporary classification until the return of the employee, or upon termination of the employee on maternity leave.

ARTICLE 21 RULES

The Employer agrees to establish work rules. The Union reserves the right to grieve the application of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule.

ARTICLE 22 PAY PERIOD

Employees will receive warrants every two (2) weeks if they are entitled to any pay.

ARTICLE 23 INJURY REPORTING

In case of injury due to work or incurred while at work, all such injuries must be reported in writing to the applicable Department Head by the injured employee or his/her co-worker or First Deputy by the end of the following regular workday from occurrence of the injury. The Employer is required by law to report on-the-job injuries within seventy-two (72) hours from occurrence.

ARTICLE 24 INSURANCE

Disability Income Protection and Life Insurance Coverage for Eligible Employees

The Employer shall subscribe to and pay the individual employee premium for a Disability Income Protection insurance program. Said program will include \$10,000 Life Insurance

coverage for the employee and \$1,500 coverage for each of the employee's dependents and the premiums will be paid by the Employer.

Hospital/Major Medical/Dental/Optical Coverage

The Employer shall subscribe to a Hospitalization, Major Medical, Dental and Optical insurance program for all eligible employees. Premiums for the individual employee will be paid for by the Employer. Premiums for dependent coverage will also be paid for by the Employer.

For all insurance mentioned in this Article, no compensation shall be paid to the employee if said employee does not enroll in any of the plans offered.

The Employer retains the right to select or change the insurance carrier, provided the benefits are substantially equivalent. The current insurance plan is identified as the Madison County Medical Plan II. Employees are responsible for the following deductibles, co-pays and co-insurance amounts:

	7-1-06	7-1-07
Deductibles		
Single	350	350
Family	700	700
Out of Pocket		
Single	1250	1250
Family	2250	2250
Office visit co-pay*	\$20	\$20
*applies to OPM		
RX		
Generic	0	0
Name (formulary)	\$25	\$25
Name (name)	\$40	\$40
Routine services		
Physical (one per year)		
Mammograms – up to \$125 (see specific schedule)		

Diagnostic, x-ray and lab procedures covered at 100%

Dental – maximum expenditure per person is \$1500 per year

The Madison County Summary Plan Description Medical Plan 1 is by this reference made a part of this Agreement. Beginning July 1, 2006 the new Summary Plan Description 2 which will incorporate the changes in coverage described above will then, by this reference, become a part of this Agreement.

ARTICLE 25

HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee. Determination of hours of work shall be made by the Employer.

The normal workweek for all employees will be forty (40) hours starting Monday through Friday. The normal starting time and quitting time is what is in effect on March 31, 1993 by department and that will be considered the normal workweek.

The time for rest breaks and lunch period will be determined separately by each department's employees and the applicable Department Head.

Rather than reduce the normal weekly hours below forty (40) for all employees, the Employer will lay off individual employee(s).

Overtime. When an employee is required to work overtime, said overtime will be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate or will, at the employee's discretion, be accumulated as compensation time at the rate of one and one-half (1 1/2) hours for each hour worked in excess of eight (8) in a day or forty (40) hours in any workweek. Work performed on Saturday and Sunday will be paid for a time and one-half (1 1/2) the employee's straight time rate or will, at the employee's discretion, be accumulated as compensation time at the rate of one and one-half (1 1/2) hours for each hour worked. Overtime shall not be paid or compensation time allowed to accumulate more than once for the same hours, and all overtime work must be authorized by the Employer. Compensated time (vacation, paid holidays, funeral leave, jury duty, personal leave, sick leave) will be counted as time worked for the purpose of computing overtime.

Accumulated compensation time may be taken off by the employee as additional vacation time in accordance with the provisions set forth in Article 27, Vacations, of this Agreement or may, at the discretion of the employee, be paid at the current rate of pay. This pay will be paid with the employee's next paycheck, upon submission of written notification to the elected official prior to the end of the pay period. Compensation time taken off work in less than weekly increments may be taken with approval of the Department Head.

This paragraph applies to employees employed in the Engineer's Office. All accumulated compensation time not used by December 31 of each calendar year will be paid for in the amount in which overtime would have been paid when it was earned. This pay shall accompany the employee's first paycheck of the next year. However, any earned compensatory time off work request of three (3) or more consecutive workdays which has been denied by the Employer may be carried over into the subsequent calendar year and shall be used at a time prior to July 1 of this year. Should said carryover time not taken prior to July 1, it will be paid for after July 1 as provided for in this paragraph. An employee's request for compensatory time, as referred to in this paragraph, shall be

submitted in writing to the elected official not less than two (2) days prior to the day of the requested time off period.

This paragraph applies to the courthouse unit employees not employed in the Engineer's Office. These employees accumulate compensatory time up to two hundred forty (240) hours. An employee may take time off with pay or receive only pay, at the employee's current rate of pay, upon request of the employee, contingent upon the Department Head's approval.

ARTICLE 26 REPORT IN AND CALL IN PAY

An employee who is scheduled to report in for work and who presents him-/herself for work shall be assigned at least two (2) hours at the straight time or overtime rate, whichever is applicable.

In the event the Employer calls an employee back to work outside his/her normal shift, the employee shall receive two (2) hours work or pay at the applicable rate for reporting to work.

Only administrative personnel can be required to be on standby; however, this does not preclude unit employees from being called in to work.

ARTICLE 27 VACATIONS

Regular full-time employees shall be entitled to a paid vacation at the following rate:

After 1 year	5 working days
After 2 years	10 working days
After 5 years	15 working days
After 10 years	20 working days
After 17 years	25 working days

Effective July 1, 2001, Marc Williams is to qualify for a total of five weeks vacation.

All employees except seasonal and part-time are eligible for vacation time and pay after one (1) year of continuous service. Only forty (40) hours of earned vacation can be taken off in daily increments. For Sheriff Department employees, vacation can be taken only in weekly increments.

All vacations should be taken during the twelve (12) month period following the anniversary date of qualifying employment. However, no employee shall carry over vacation into the next year in excess of the number of days of vacation that he/she is eligible to earn during the preceding year.

Vacation periods are to be granted and scheduled by the applicable Department Head, taking into consideration the department's work load and the employee's request.

Vacations will be granted at the time requested by the employee unless the nature of the work load makes such a grant impracticable. If, because of the nature of the work load, it is necessary to limit the number of employees on vacation at the same time, the employee with the greater department seniority shall be given preference in vacation period selection.

An employee's request for vacation shall be submitted in writing to the applicable Department Head not less than thirty (30) days prior to the date of the anticipated vacation period. By mutual consent of the Department Head and employee, this notice requirement may be waived.

No employee will be called back to work during his/her scheduled vacation without the consent of the employee. If an employee returns to work during his/her scheduled vacation, the vacation will be rescheduled.

Vacation pay will be at the employee's regular rate of pay.

An employee who is laid off, retired, or separated from the service of the Employer, or dies, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has earned prior to the time of such layoff, discharge, retirement, separation or death. Vacation shall be paid on the basis of one-twelfth (1/12) for each full month worked subsequent to the employee's applicable anniversary date.

Any employee who terminates employment shall be paid for his/her accumulated vacation at his/her current rate of pay, except that no employee who has worked less than one (1) full year shall receive pay for accumulated vacation. If said termination of employment shall be due to death of an employee, such vacation allowance shall be paid to the estate of the deceased employee, if such estate is open for probate. If no estate be open, the allowance shall be paid to the surviving spouse, if any, or to the legal heir(s) if no spouse survives.

Employees shall earn vacation during all paid leaves of absence.

ARTICLE 28 HOLIDAYS

The Employer shall recognize the following nine (9) days as paid holidays for eligible employees:

New Year's Day	Veteran's Day
Presidents Day*	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

*President's Day will not be in effect for the Engineering Department.

The Engineer's Office employees will have the same nine (9) paid holidays as in Article 28 of the Secondary Road Department Labor Agreement.

For all Courthouse employees covered by this Agreement, except the Secretary/Clerk in the Sheriff's Department, the Board of Supervisors will designate a tenth (10th) paid holiday as the day before or after Christmas (date chosen before July 1 by the Board of Supervisors to provide for a four (4) day weekend whenever possible). The date shall be discussed in the Communications Committee meeting prior to the Board of Supervisors selecting the date.

The Secretary/Clerk position in the Sheriff's Department will have the same holiday schedule as the Deputies and Dispatchers in the Sheriff's Department.

Only regular full-time employees are eligible for holiday pay. Seasonal and part-time employees are not eligible for holiday pay.

Holidays are to be paid at the rate of eight (8) hours at the employee's straight time wage rate. The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday may be paid double the straight time rate or may, at the employee's discretion, accumulate compensation time at a rate of two (2) hours for each hour worked, plus the paid holiday at said straight time rate.

A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent only the last scheduled day before or the first scheduled day after the holiday as a result of personal illness, and, if requested, substantiated by a medical doctor's written statement, or on-the-job injury, the employee shall be considered as having met these requirements.

The Employer may decide to excuse an employee's absence on the day before or after a paid holiday, without medical verification, therefore qualifying the employee for holiday pay. An employee on an unpaid leave of absence or layoff is not eligible for holiday pay. An employee shall be entitled to an additional day of vacation for each recognized paid holiday that occurs during his/her time off work due to his/her vacation.

In the event an employee's layoff commences in the fifteen (15) calendar day period immediately prior to any recognized paid holiday, said employee will qualify for said holiday pay. Should the employee's layoff commence the first workday after a paid holiday, the employee would qualify for holiday pay for the referred to holiday.

ARTICLE 29

GENERAL PROVISIONS

Non-Discrimination in Employment The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable. The parties agree that the

Employer, with consultation with the Union, may take appropriate action to comply with the Americans with Disabilities Act.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The Union recognizes its responsibility as bargaining agent and will represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Bulletin Boards The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place out of public view in the courthouse to be shared with the Union. The Union shall limit its posting of official bulletins to such bulletin board, after notifying the County Engineer or his designated representative.

Union Visitation The Business Representative of the Union who has been previously identified by the Union to the Department Head or his/her designated representative for each visit, after notifying and obtaining permission from the Department Head, will be permitted to visit the work areas to ascertain that the Agreement is being complied with. Such permission shall not be unreasonably withheld. Said Union representative is not to interfere with the Employer's operation.

The Union will select a Chief Steward from the unit employees who will be permitted to investigate and process grievance during working hours to ascertain that the Agreement is being adhered to. The Chief Steward must not leave his/her work place until after permission is granted from his/her immediate supervisor. Such permission will not be unreasonably withheld. The Steward is not to interfere with Employer's ongoing operation. No more than eight (8) hours in any one (1) month will be paid for by the Employer for performances of these duties by the Chief Steward.

Physical Examinations Individual departments may require that employees pass a physical examination before being hired. This will be at the prospective employee's expense, and to be reimbursed to him/her after hiring. Additional physical examinations required by the Employer shall be at the County's expense.

Insurance Committee The Employer will establish an insurance committee to meet periodically to review existing insurance benefits and coverage levels. One (1) member of each bargaining unit - a total of three (3) employees - will serve. The Employer may also appoint three (3) committee members from management. The committee's purpose is to make recommendations and suggestions to the Employer.

EXHIBIT A
JOB CLASSIFICATIONS, SALARIES AND
STRAIGHT TIME HOURLY WAGE RATES

<u>Job Classification</u>	Effective		
	<u>7/1/06</u>	<u>1-1-07</u>	<u>7/1/07</u>
First Deputy of Elections-Auditor	\$31,034.00		\$ **
First Deputy of Tax Accounting-Auditor	\$31,034.00		\$ **
First Deputy Treasurer	\$31,034.00		\$ **
First Deputy Recorder	\$31,034.00		\$ **
First Auto Deputy	\$31,034.00		\$ **
Second Deputy Recorder	\$29,094.38		\$ **
Second Deputy Treasurer	\$29,094.38		\$ **
Second Auto Deputy	\$29094.38		\$ **
Secretary/Clerk to Sheriff	\$29,292.74	\$29,878.60	\$30,849.65
Engineering Field Assistant	\$19.56	\$19.95	\$20.60
Engineering Associate	\$17.94	\$18.30	\$18.90
Engineering Technician	\$15.92	\$16.24	\$16.77
General Assistance Office Clerk	\$12.18	\$12.42	\$12.82

**To be determined after respective Elected Official's salary is established.

First Deputy positions will be paid eighty percent (80%) of the applicable elected official's salary. Second Deputy positions cannot exceed seventy-five percent (75%) of the applicable elected official's salary.

Newly hired employees will paid according to the following progression:

Hire	90% of the applicable wage rate
After 3 mos.	100% of the applicable wage rate

Longevity Only non-deputies are eligible for a longevity allowance. Four (\$0.04) per hour will be granted for each year of service up to a maximum of 25 years of service. Marc Williams qualifies for 25 years of service for longevity purposes.

**ARTICLE 30
POSITION OPENINGS**

In the event that a full-time position opening arises in the Courthouse bargaining unit, an employee can submit a bid for being considered to fill the open position. The position opening will be posted on the designated bulletin board for five (5) courthouse working days. The senior qualified employee who bids will be placed in the open position. While in the new position, the employee is in a trial period for up to forty-five (45) days and can be removed by the Employer at any time and transferred back to the position the employee left. If the new employee is not satisfied in the new position, they can transfer back to the position they left within these forty-five (45) days of the trial period. During the trial period, the Employer can fill the position the employee left on a temporary basis.

First and Second Deputy positions are exempt from the bidding and bumping into a job procedure.

**ARTICLE 31
DURATION OF AGREEMENT**

THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration on July 1, 2008.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before January 1, 2008. This Agreement will remain in effect from year to year after the expiration day if written notice is not otherwise received.

Signed this 6th day of JUNE, 2006.

EMPLOYER
MADISON COUNTY COURTHOUSE

BY _____
Chairperson, County

BY [Signature]

Acknowledged by:

[Signature]
Employer Representative
Von Bokern Associates, Inc.

UNION
AFSCME LOCAL 2919

BY [Signature]
Council 67 Representative

BY [Signature]
Employee Representative

BY [Signature]
Employee Representative

BY [Signature]
Employee Representative